

EXHIBIT C2
FUNDING AGREEMENT BETWEEN THE SAN LUIS OBISPO COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND
COASTAL SAN LUIS RESOURCE CONSERVATION DISTRICT
INTEGRATED REGIONAL WATER MANAGEMENT PLANNING GRANT
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.

This Funding Agreement is entered into by and between the San Luis Obispo County Flood Control and Water Conservation District, a public agency in the County of San Luis Obispo, State of California, duly organized, existing, and acting pursuant to the laws thereof (FCWCD), and the Coastal San Luis Resource Conservation District, a special district of the State of California (RCD), which parties do hereby agree as follows:

1. PURPOSE. On _____, 2013, FCWCD and the California Department of Water Resources (State) entered into Grant Agreement No. 460000XXXX attached hereto and incorporated herein by this reference (Grant Agreement). Pursuant to the Grant Agreement, the State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to FCWCD (Grant) for the purpose of updating the San Luis Region Integrated Regional Water Management Plan (IRWM Plan). One of the components of the update identified in the Grant Agreement as eligible for Grant funds is a Regional Watershed Management Planning Study (Project) to be locally co-sponsored by the RCD (the Upper Salinas – Las Tablas Resource Conservation District is the other co-sponsor). The purpose of this Funding Agreement is to set forth the terms and conditions under which the FCWCD will disburse funds provided by the State for the Project pursuant to the Grant Agreement to the RCD.
2. GENERAL RESPONSIBILITIES. As the Grant administrator and fiscal agent for the Grant, FCWCD is responsible for disbursing to RCD Grant funds provided by the State for the Project subject to the terms and conditions of this Funding Agreement. The RCD shall be responsible for faithfully and expeditiously performing or causing to be performed all Project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Schedule) and Exhibit C (Budget). The RCD shall comply with all of the terms and conditions of this Funding Agreement and applicable California Public Resources Code (PRC) requirements. In addition, RCD acknowledges and agrees that this Funding Agreement is subject to the obligations and limitations imposed on the FCWCD by the Grant Agreement and all future amendments to the Grant Agreement and is intended to be in conformance and harmony with it. The RCD further acknowledges that if the Grant Agreement is terminated by the State, the FCWCD shall have the right to terminate or amend this Funding Agreement by giving written notice. The RCD hereby expressly agrees to the provisions of the Grant Agreement and to take all actions (and provide all information) necessary for the FCWCD to satisfy its obligations thereunder. The RCD further agrees that the FCWCD has the right to enter into amendments to the Grant Agreement and shall not be restricted or impaired, in any way, by this Funding Agreement.
3. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Grant Agreement is executed by FCWCD, and terminates on _____ or when all of the parties' obligations under this Funding Agreement have been fully satisfied, whichever occurs earlier. The Execution Date is the date the FCWCD signs this Funding Agreement.
4. AMOUNT OF FUNDS AVAILABLE. In accordance with the allocation set forth in the Grant Agreement, the maximum amount of funds available to RCD under this Funding Agreement shall not exceed \$124,640.00.
5. RCD COST SHARE. The reasonable cost of the Project is estimated to be \$250,520.00. The Upper Salinas – Las Tablas Resource Conservation District is also eligible to receive up to \$125,360.00 for the Project. The RCD Cost Share (Funding Match) is estimated to be \$260.00. The RCD's Funding Match may include in-kind services that are part of Exhibit A (Work Plan) and are performed after September 30, 2008.
6. BASIC CONDITIONS. FCWCD shall have no obligation to disburse money for the Project under this Funding Agreement unless and until RCD has satisfied for the Project the State's requirements for disbursement in accordance with the IRWM Guidelines and Planning Grant PSP which include:
 - a. RCD demonstrates the availability of sufficient funds to complete the Project.

- b. RCD shall furnish a copy of permits, licenses, and approvals required in performing its obligations under this Funding Agreement.
 - c. Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Funding Agreement until documents that satisfy the CEQA process are received by the State and State has completed its CEQA compliance responsibilities. Work that is subject to a CEQA document shall not proceed until and unless approved by the State's Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the Project or to require changes, alterations or other mitigation.
 - d. RCD performs tribal notifications per PRC §75102.
 - e. RCD performs Surface Water Diversion Reporting as required by California Water Code (CWC) Sections 5101 and 5103.
 - f. If RCD is an urban water supplier, it shall maintain compliance with the Urban Water Management Planning Act (CWC §10610 *et. seq.*)
 - g. RCD submits all deliverables as specified in Paragraph 10 and 11 of this agreement and Exhibit A (Work Plan).
7. SUBMITTAL OF INVOICES. Invoices submitted by RCD to FCWCA shall include the following information:
- a. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
 - b. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
 - c. Appropriate receipts and reports for all costs incurred.
 - d. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories (i.e., line items) specified in the Exhibit C (Budget). The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked multiplied by the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant allocation, as depicted in Paragraph 4, "Amount of Funds Available" and those costs that represent RCD's costs, as applicable, in Paragraph 5, "RCD Cost Share."
 - 5) Original signature and date (in ink) of RCD's appropriately authorized Project Manager.

Payment will be made no more than monthly, in arrears, upon receipt of the invoice. Submit the original and three (3) copies of the invoice form to the following address:

San Luis Obispo County Flood Control and Water Conservation District
 Courtney Howard, Water Resources Engineer
 County Government Center, Room 207
 San Luis Obispo, CA 93408

8. DISBURSEMENT OF FUNDS. Provided that the RCD has satisfied the Basic Conditions set forth in Paragraph 6, has submitted proper invoicing to FCWCD pursuant to Paragraph 7 and is otherwise in full compliance with the terms of this Funding Agreement as determined by FCWCD (including the requirement that the RCD submit timely progress reports), the FCWCD shall disburse to RCD funds provided by the State to FCWCD specifically for the Project within four (4) weeks of receipt of said funds. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, the Grant Agreement, federal or state laws, rules, or regulations, or which may require any rebates to the federal

government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to RCD under this Funding Agreement and any and all interest earned by RCD on such money shall be used solely to pay Eligible Project Costs, as defined in Paragraph 9, "Eligible Project Costs."

9. ELIGIBLE PROJECT COSTS. RCD shall apply any and all funds received pursuant to this Funding Agreement only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit C (Budget). Eligible Project Costs include the reasonable costs of conducting meetings, stakeholder outreach and engagement, collecting data and information, and developing and writing the IRWM Plan, including administrative costs and incidental costs. Work performed after the date of Grant award, November 29, 2012, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the Project preparation, planning, coordination and collaboration. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the Project, including an appropriate pro-rata allocation of overhead and administrative expenses that are regularly assigned to the Project in accordance with the standard accounting practices of the RCD.

Advanced funds cannot be provided. Costs that are not eligible for reimbursement include but are not limited to:

- a. Costs, other than those noted above, incurred prior to the award date of the Grant.
 - b. Costs for preparing and filing a grant application belonging to another solicitation.
 - c. Operation and maintenance costs, including post construction Project performance and monitoring costs.
 - d. Purchase of equipment not an integral part of the Project.
 - e. Establishing a reserve fund.
 - f. Purchase of water supplies.
 - g. Replacement of existing funding sources for ongoing programs.
 - h. Support of existing punitive regulatory agency requirements and/or mandates in response to negligent behavior.
 - i. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
 - j. Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after effective date of the Grant award, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise reimbursable Project costs.
 - k. Overhead not directly related to Project costs.
 - l. Meals, food items, or refreshments other than those allowed per Standard Condition D-47, "Travel."
10. PROGRESS REPORTS. RCD shall submit progress reports to FCWCD on a regular and consistent basis (in accordance with specific deadlines to be set by FCWCD) to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail, to the FCWCD's Project Manager at the frequency specified in Exhibit B (Schedule). The progress reports shall provide a brief description of the work performed, RCD activities, milestones achieved, any accomplishments, during the reporting period, and any problems encountered in the performance of the work under this Funding Agreement. A recommended progress report format is attached as Exhibit E.
11. PROJECT COMPLETION REPORT. Upon completion of the Project, RCD shall prepare and submit to FCWCD, for review and approval by FCWCD and State, a Project Completion Report. The Project Completion Report shall be provided in hard copy and digital format. Final payment of Grant funds withheld will not be made until the FCWCD and State approve the Project Completion Report. Project Completion Report format is attached as Exhibit E.
12. RCD REPRESENTATIONS. RCD accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the FCWCD or RCD in the

application, accompanying documents, and communications filed in support of FCWCD's request for grant funding. RCD shall comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, policies and regulations.

13. PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, RCD's performance will be evaluated by the FCWCD and State and a copy of the evaluations will be placed in the State and FCWCD files. Copies will be sent to the RCD.
14. LABOR COMPLIANCE. RCD agrees to comply with all applicable California Labor Code requirements, including prevailing wage provisions. RCD must, independently or through a third party, adopt and enforce a Department of Industrial Relations-certified Labor Compliance Program (LCP) meeting the requirements of Labor Code section 1771.5 for the Project. RCD's failure to comply with this Paragraph 14 is a breach of this Funding Agreement. At the request of State or FCWCD, RCD must promptly submit written evidence of RCD's adoption of an LCP.
15. WITHHOLDING OF DISBURSEMENT BY STATE OR FCWCD. If State or FCWCD determines that the Project is not being implemented in accordance with the provisions of the Grant Agreement or this Funding Agreement, or that RCD has failed in any other respect to comply with the provisions of this Funding Agreement, and if RCD does not remedy any such failure to the satisfaction of State or FCWCD, State or FCWCD may withhold from RCD all or any portion of the Amount of Funds Available pursuant to Paragraph 4 and may take any other action that they deem necessary to protect their interests, including demanding repayment of any portion of the disbursed Grant amount. State may consider RCD's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 16, "Default Provisions."
16. DEFAULT PROVISIONS. RCD will be in default under this Funding Agreement if any of the following occur:
 - a. Breach of this Funding Agreement, or any supplement or amendment to it, or any other agreement between RCD and FCWCD evidencing or securing RCD's obligations;
 - b. Failure to comply with the terms, provisions, conditions and written commitments set forth in the Grant Agreement or failure to take the actions (or provide the information) necessary for FCWCD to satisfy its obligations under the Grant Agreement;
 - c. Making any false warrant, representation, or statement with respect to this Funding Agreement of the application filed to obtain Grant funding from the State;
 - d. Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain Grant funding from the State;
 - e. Failure to operate or maintain the Project in accordance with this Funding Agreement.
 - f. Failure to make any remittance required by this Funding Agreement.
 - g. Failure to comply with Labor Compliance Plan requirements.

Should an event of default occur, State or FCWCD may do any or all of the following:

- h. Declare the disbursed funds be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
 - i. Terminate any obligation to make future payments to RCD.
 - j. Terminate the Funding Agreement.
 - k. Take any other action that they deem necessary to protect their interests.
17. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party or to the State under this Funding Agreement shall be in writing. Notices may be sent by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic transmission (i.e. e-mail). Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent by electronic transmission will be effective on the date successfully received. Notices shall be sent to the addresses below. Either

party may, by written notice to the other, designate a different address that shall be substituted for the one below. FCWCD will notify RCD if it receives notice of a change of address from the State.

18. NOTIFICATIONS TO STATE AND FCWCD. RCD shall promptly notify FCWCD and State, in writing, of the following items:

- a. Substantial changes in the scope, budget, or schedule and
- b. Any public or media event publicizing the accomplishments and/or results of the Grant Agreement or this Funding Agreement.

RCD agrees that no substantial change will be undertaken until written notice of the proposed change has been provided to State and FCWCD and State and FCWCD have given written approval for such change. Substantial changes generally include changes to the wording/scope of work, schedule or agreement term, and budget. RCD shall make notification at least fourteen (14) calendar days prior to a public or media event to provide opportunity for attendance and participation by representatives of State and FCWCD.

19. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement will be:

San Luis Obispo County Flood Control and
Water Conservation District
Paavo Ogren
Director of Public Works
Public Works Department
County Government Center, Room 207
San Luis Obispo, CA 93408
Phone: (805) 781-5252
e-mail: pogren@co.slo.ca.us

Department of Water Resources
Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
e-mail: plandis@water.ca.gov

Costal San Luis Resource Conservation
District
Nicole Smith
Conservation Programs Manager
645 Main St., Ste. F
Morro Bay, CA 93442
Phone : (805) 772-4391
e-mail: nsmith@coastalrcd.org

Direct all inquiries to the Project Manager:

San Luis Obispo County Flood Control and
Water Conservation District
Courtney Howard
Public Works Department
County Government Center, Room 207
San Luis Obispo, CA 93408
Phone: (805) 781-1016
e-mail: choward@co.clo.ca.us

Department of Water Resources
PM Name
Appropriate Regional Office Address
CA XXXX-XXXX
Phone: (XXX) XXX-XXXX
Fax: (XXX) XXX-XXXX
e-mail: _____@water.ca.gov

Costal San Luis Resource Conservation District
Nicole Smith
Conservation Programs Manager
645 Main St., Ste. F
Morro Bay, CA 93442
Phone : (805) 772-4391
e-mail: nsmith@coastalrcd.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

20. STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A	Project Work Plan
Exhibit B	Project Schedule
Exhibit C	Project Budget
Exhibit D	Standard Conditions
Exhibit E	Report Format and Requirements
Exhibit F	Grantee Resolution (intentionally omitted)
Exhibit G	Guidelines for Grantee and Borrowers
Exhibit H	Statewide Monitoring
Exhibit I	Grant Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement:

COUNTY OF SAN LUIS OBISPO FLOOD CONTROL AND WATER CONSERVATION DISTRICT By: _____ Chairperson of the Board County of San Luis Obispo Flood Control and Water Conservation District, State of California Date: _____, 20____	COASTAL SAN LUIS RESOURCE CONSERVATION DISTRICT By: _____ Date: _____, 20____
APPROVED AS TO FORM AND LEGAL EFFECT: RITA L. NEAL County Counsel By: _____ Deputy County Counsel Date: _____, 20____	APPROVED AS TO FORM AND LEGAL EFFECT: RITA L. NEAL County Counsel By: _____ Deputy County Counsel Date: _____, 20____
ATTEST: _____ County Clerk and Ex-Officio Clerk of the Board of Supervisors, County of San Luis Obispo Flood Control and Water Conservation District, State of California Date: _____, 20____	

Prop 84 Round 2 IRWM Planning Grant - SLO County Watershed Management Planning Scope

Introduction

Sustaining and enhancing a balanced approach to water resource management will continue to rely on long-term strategies that integrate stakeholder participation, interagency partnerships, and environmental needs with regional water reliability needs and efficient resource management objectives and strategies. The SLO Region recognizes the integral play between the use of water resources and the protection of water quality and the environment. This planning effort effectively integrates water management programs within the Region by developing a methodology to evaluate watershed concerns and prioritizing protection and restoration efforts between the Region's watersheds. This planning study will also close a priority data gap of instream flow needs.

The SLO Region overlies numerous watersheds covered under various jurisdictions, used by many stakeholders, and subject to a variety of water uses. The CSLRCD and US-LTRCD boundaries overlie all of the region's watersheds and sit in a ready position to draw together the watershed management and planning needs within their respective districts. The figure below shows the boundaries of each RCD where the watershed planning efforts will be conducted.

Resource Conservation District Boundaries of SLO County



The CSLRCD and US-LTRCD recognized the need for a comprehensive look at the region's watersheds and the associated concerns, challenges, data gaps, and priorities. Until recently watershed management was handled more often on an individual watershed basis, whereas this

Exhibit A

effort would allow the Region to identify needs and opportunities for improving management of all watersheds.

The proposed Watershed Management Plan (WMP) will incorporate regional and watershed specific efforts towards an integrated approach to managing water and ecosystem concerns. The WMP will consist of two phases (Phase I – WMP Visioning, Framework & Prioritization Methodology Development; Phase II – WMP Development and Implementation).

This scope focuses on setting the stage for a successful and useful regional WMP under Phase I. Implementation efforts associated with Phase II are not associated with this planning grant effort other than delineating initial planning efforts for initiating Phase II. WMP Phase II, WMP Development will require additional funding for implementation and is merely noted for DWR's understanding of potential future uses of this planning effort. Stakeholder involvement will be integral to this phase.

This scope also includes a separate planning activity to close a priority data gap by estimating future environmental water demand in the SLO Region related to potential instream flow requirements.

DETAILED WORK PLAN FOR WATERSHED PLANNING EFFORTS

Detailed work plans for both watershed studies follow, with an indication of work to be completed prior to August 6, 2012 (the assumed grant award date) when applicable, work to be completed as part of the grant, and relevant work to be completed after grant (if applicable). Task 18.1 describes the work necessary for the development of the Regional WMP: Phase I and Task 18.2 describes the work necessary for conducting the Instream Flow Study: Stage 1.

Task 18.1 Regional Watershed Management Plan: Phase 1

The CSLRCD and US-LTRCD will co-facilitate the development and coordination of a county-wide WMP that supports water quality improvements and related ecosystem restoration goals through the following series of steps.

These efforts will enhance environmental and watershed stewardship through diverse partnership formation and effort. Diverse stakeholders will be involved throughout the process, including conservation groups, civic partners, and resource managers. Known areas of impairment and data gaps will be identified in this study and serve as the starting point for the future WMP: Phase II (watershed management plan development and implementation). This cohesive management approach by multiple cooperators in a voluntary grassroots style is intended to provide a sustainable watershed management program and to ensure overall watershed recovery.

WMP: Phase II (a future development and implementation effort separate from this planning grant effort) will include interactive community-based social marketing and outreach to help transition rural residents and small acreage landowners to utilize best management practices that contribute positively to water and resource quality and enhancement. Additionally, this second phase will assist agriculturalists in developing conservation plans that support heightened regulatory requirements (Agricultural Order) and encourage natural resource protection. Municipalities will benefit from this WMP by providing prioritized restoration and enhancement

Exhibit A

goals and project types for inclusion in policies, regulations and annual project lists. Water quality and quantity improvements eventually realized through this WMP aim to support goals of the California Water Plan, Department of Water Resources, Regional Water Quality Control Board, San Luis Obispo County and the involved Cities. This phase is described simply to convey an overall understanding of how the WMP: Phase I will be utilized by the region. This phase is not included in this planning effort, but may be considered in future implementation rounds or when other funding becomes available.

Task 18.1.1 Project Administration

This task includes efforts to provide quarterly reporting, invoicing, and documentation to DWR in order to comply with IRWM Planning Grant Agreement requirements.

CSLRCD/USLTRCD Deliverable:

- Provide District with necessary information for quarterly reports
- Provide District with necessary information for final report

Task 18.1.2 Develop a Regional Watershed Management Plan Framework & Methodology

This task involves developing a unified WMP framework and methodology by identifying and aligning multiple conservation/resource management stakeholders through a series of planning sessions to identify goals and achieve a common vision for a regional watershed plan, including selecting the best possible framework to use for the WMP, such as watershed scope, scale, protocols and the rationale for those decisions.

Coordinate and Host Technical Stakeholder Meetings

A minimum of three technical stakeholder meetings will be coordinated and hosted with conservation organizations, natural resource managers, and municipalities with knowledge of County natural resources. Meetings will be held at key points to 1) identify elements of a regional watershed plan, 2) develop a shared vision, goals and methodology for WMP development, 3) identify data gaps and 4) identify next steps toward a regional watershed plan.

Identify Successful Regional Plans as Model

Research regional natural resource planning efforts in other counties or states that are successful. List and summarize examples for consideration by the technical stakeholder group to identify a model plan or elements of a plan.

Develop Plan Framework

Work with identified model plan/elements and technical stakeholder comments to draft goals, strategies, and a watershed plan framework.

Develop Plan Methodology (Goals and Vision)

This task involves developing a methodology to evaluate restoration and enhancement priorities, which may include:

- Connecting Water Planning Areas of the Master Water Study with Hydrologic Unit Codes and Groundwater Basin Numbers;
- Connecting to IRWM objectives like DAC outreach and RMS;

Exhibit A

- Building on RWQCB's Watershed Initiative priorities and Joint Effort for Hydromodification Control; and
- Considering ecosystems vulnerability to climate change.

Coordination with IRWM Plan Update on Climate Change Vulnerability Assessment

The vulnerability of natural systems will be considered during the climate change vulnerability assessment. This task allows staff to coordinate with the IRWM Plan Update.

CSLRCD Deliverables:

- List of model regional planning efforts and metrics identified
- Description of regional WMP methodology for prioritization

USLT Deliverables:

- Minutes from technical stakeholder meetings
- Assist in the development of WMP prioritization methodology
- Outline of regional WMP

Task 18.1.3 Identify Existing Data

This task involves identifying holders of existing ecosystem data as related to SLO Region watersheds and collaboratively compiling the data for use in the regional WMP. Focus will be given to existing watershed plans and regional data sets. Watersheds without watershed plans will be identified. In some cases, key data will be identified to support future efforts in these understudied watersheds.

CSLRCD/ USLTRCD Deliverables:

- List of existing watershed plans and common elements in RCD District
- List of watersheds without plans and available documents in RCD District

Task 18.1.4 Identify Data Gaps

This task involves using data collected under Task 18.1.3 as a guide to identify data gaps within each watershed. The technical stakeholder group will begin to use the prioritization methodology from Task 18.1.2 to evaluate data gaps.

CSLRCD/USLTRCD Deliverables:

- List of data gaps based on Task 18.1.2 and 18.1.3 outcomes for the RCD District

Task 18.1.5 Develop Regional Watershed GIS Repository

This task involves organizing data on the SLO Region's watersheds to be readily available to the community. GIS technicians will identify a place for data (like slodatafinder.com or slowatersheds.org), gather data from organizations, identify missing data and create watershed maps, as needed.

USLTRCD Deliverables:

- Repository of GIS Data for SLO Region watersheds

Task 18.1.6 Identify Next Steps for Regional Watershed Management Plan: Phase II

This task involves outlining steps for Regional WMP: Phase II. It also involves identifying potential funding sources for implementation. Stakeholder involvement will be integral to this second phase's success and will be taken into account when outlining the necessary steps for implementation. In the event that work tasks are completed more efficiently than anticipated, remaining funds will be directed toward filling identified data gaps and/or taking next steps toward the Regional WMP: Phase II. These additional subtasks would be vetted through the District grant administrator/ manager.

CSLRCD/USLTRCD Deliverables:

- Summary of next steps for final Regional WMP: Phase II

Task 18.2 Conduct Instream Flow Study: Stage 1

Regulations and requirements related to endangered species habitat protection and water rights applications have, and will likely continue to influence water supply planning in SLO County. As they have in northern California, regulatory policies related to instream flows are likely to emerge in the SLO Region. This study is needed to anticipate potential future instream flow requirements and provide environmental water demand context as water supply planning decisions are being made. In addition, physical and regulatory interactions between surface water and groundwater are complicated and/or unknown in most California watersheds; this study will incorporate hydrologic, geologic, and consumptive water use data to integrate surface and groundwater interactions and conditions to the extent feasible. This study is intended to help the region understand, anticipate, and incorporate, to the extent appropriate, potential future instream flow requirements into SLO Region water resources planning.

The ultimate goal of the proposed study is to estimate environmental water demand related to instream flow requirements in SLO County. This goal would be accomplished in two stages: Stage 1 – Watershed Stratification, Instream Flow Study Prioritization, and Proof of Concept; and Stage 2 – Instream Flow Study Implementation, Data Repository, and Environmental Water Demand Calculation. Due to uncertainties in the amount and quality of existing data, only the first stage is proposed at this time. The following series of tasks will be conducted by CSLRCD and will apply to all SLO County watersheds and streams.

Task 18.2.1 Project Administration

This task includes quarterly reporting, invoicing, and documentation to DWR in order to comply with IRWM Planning Grant Agreement requirements.

Deliverable:

- Status updates for quarterly reports

Task 18.2.2 Compile and Review Existing Data

Exhibit A

Compile and review existing precipitation, hydrology, consumptive water use, special-status aquatic species (e.g., tidewater goby and steelhead/rainbow trout) distributions, physical spatial data, and instream flow studies and requirements.

Deliverable:

- Memo summarizing existing data

Task 18.2.3 Physical Landscape Unit Stratification

Use existing spatial data to stratify watersheds in SLO County into geologic/ topographic/ hydrologic “physical landscape units” (following the protocols already implemented on behalf of the Central Coast Regional Water Quality Control Board in support of their ongoing development of hydromodification control criteria). Evaluate these physical landscape units in consideration of special- status aquatic species distributions and consumptive water use patterns (e.g., number of and predominant type of water use methods, such as surface water diversions and/or groundwater pumping) to refine the list of units to be included in the study.

Deliverable:

- GIS layers of watershed boundaries and physical landscape units

Task 18.2.4 Conduct Stakeholder Meetings

Two stakeholder meetings will be conducted to allow regional participation in development of the instream flow study. The first meeting will be convened with interested stakeholders to review and discuss study purpose and tasks, and to receive feedback on the refined list of physical landscape units to be included in the study. This will ensure that the study includes watersheds (and their waterbodies) that are not currently the subject of consumptive water use and/or water use planning considerations, but may be considered in the future.

The second meeting will be convened after Task 18.2.7 to review and discuss study methods and results, and to receive feedback on the instream flow assessment priorities and proof- of-concept (i.e., how Stage 1 study results and Stage 2 instream flow studies can and will be used to estimate environmental water demand). This meeting is intended to ensure that SLO Region stakeholders are aware of the resources provided by the study, and have an opportunity for their regulatory questions or concerns to be addressed.

Deliverable:

- Agendas and meeting notes from two stakeholder meetings

Task 18.2.5 Conduct Focused Field Effort

CSLRCD will conduct a focused field effort to physically truth the physical landscape units on the refined list and identify appropriate unit boundaries and refine their characteristics.

Deliverable:

- Refined list of physical landscape units to be included in study and rationale
- Summary of findings from focused field effort

Task 18.2.6 Extrapolate Existing Study Results

Exhibit A

As feasible and appropriate, use existing instream flow study results and requirements and apply to streams/watersheds in analogous physical landscape units of SLO County to extrapolate potential environmental water demand. Due to the low number of instream flow studies in SLO County, studies and requirements from other coastal California counties may be considered, so long as they are based on physical landscape units that also occur in San Luis Obispo County. Identify key data gaps, and provide initial recommendations for using these data to determine environmental water demand.

Deliverable:

- Assessment of applicability of existing/available instream flow studies to SLO County watersheds

Task 18.2.7 Prioritize Streams/Watersheds for Instream Flow Assessment

Identify stream/watershed priorities for instream flow assessment implementation to strategically fill these data gaps and use physical landscape unit conditions to identify an appropriate instream flow assessment approach. Instream flow assessment priorities will be compared with California Department of Fish and Game and National Marine Fisheries Service priorities for instream flow studies and/or protected species recovery planning in SLO County, but will ultimately be prioritized based on the study's ability to inform the environmental water demand estimate. Instream flow assessment methods will be selected based on the method's ability to cost- effectively provide the instream flow information necessary to refine the environmental water demand estimate; methods may or may not conform to regulatory agency protocols or guidelines for instream flow studies. An example could be to measure the minimum flows needed to maintain habitat and ecological functions for steelhead/rainbow trout. Such an approach is being used on San Gregorio Creek in coastal San Mateo County to provide a cost- effective quantitative goal for voluntary water use changes. The approach was developed to provide the information that the non- profit organization leading the voluntary effort needed, and did not necessarily meet regulatory requirements for instream flow studies in this watershed.

Deliverable:

- Prioritized list of streams/watersheds for instream flow assessment
- Descriptions of recommended instream flow assessment approaches

Task 18.2.8 Develop Final Instream Flow Study Report

Develop a final report summarizing the Stage 1 study methods, results (including spatial products such as hardcopy and/or interactive web- based maps), and proof- of- concept. The Stage 1 final report will also describe the instream flow assessment priorities and approaches to guide Stage 2 of the study.

Deliverable:

- Final Instream Flow Study: Stage 1 Report

Exhibit B

San Luis Obispo County
Integrated Regional Water Management Region
Proposition 84 Planning Grant Application - Part 3 Watershed Management Planning Schedule

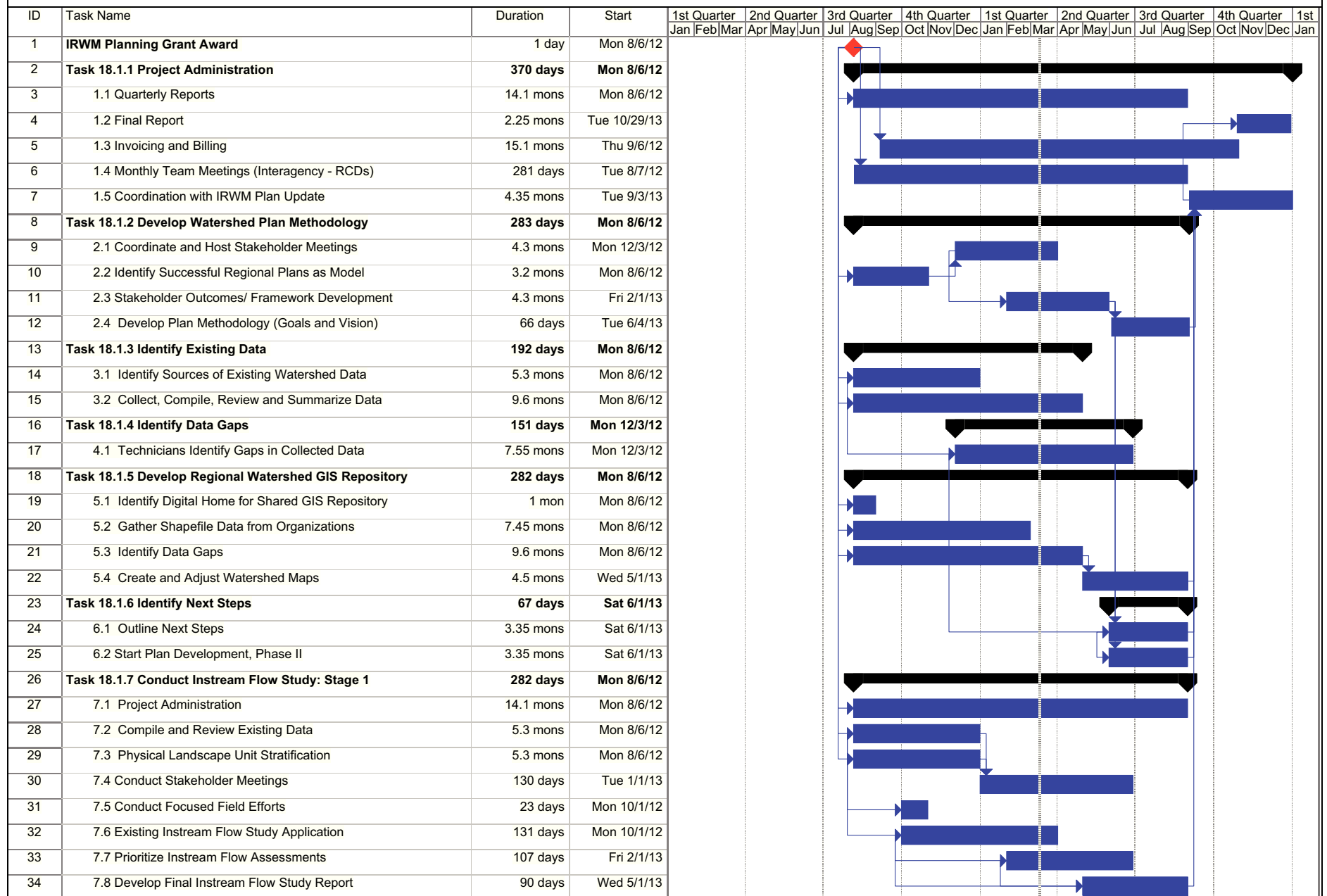


Exhibit C

Budget - Part 3 - Watershed Management Planning

Tasks	UPPER SALINAS-LAS TABLAS RCD								COASTAL SAN LUIS RCD LABOR							Total
	US-LTRCD Labor Manhours					US-LTRCD Labor Costs			Coastal San Luis RCD Labor Manhours				CSLRCD Labor Costs		ODCs	
	Project Director	Technical Staff	Admin	Sub-Consultant/ Contractor Team	Total Hours	Sub-Consultant/ Contractor Team	Total Labor Costs		Project Manager	Administration	Sub-Contractor 1 - Stillwater	Total Hours	Sub-Contractor 1	Total Labor Costs		Other Direct Costs
	\$38	\$26	\$23	Quote Separate		Quotes Separate			\$36.00	\$27.00	Quotes Separate		No Quote Available At this Time			
Task 1: Project Administration																
1.1 Quarterly Reports	40	20					\$2,040	\$500	32			32		\$1,152	\$0	\$3,692
1.2 Final Annual Report	40						\$1,520	\$0	50			50		\$1,800	\$300	\$3,620
1.3 Invoicing & Billing		20	40				\$1,440	\$0		20		20		\$540	\$50	\$2,030
1.4 Monthly Team Meetings (inter-agency/RCD)	120	20					\$5,080	\$0	96			96		\$3,456	\$150	\$8,686
1.5 Coordination with sub-contractors	60	24					\$2,904	\$0	60	8		68		\$2,376	\$0	\$5,280
Subtotal Task 1:	260	84	40	0	384	\$ -	\$12,984	\$500	238	28	0	266	\$ -	\$9,324	\$500	\$23,308
Task 2: Regional Watershed Plan Framework & Methodology																
2.1 Coordinate & Host Technical Stakeholder Meetings	80	60	50	280		\$ 20,900	\$26,650	\$2,500	120			120		\$4,320	\$1,500	\$34,970
2.2 Identify Successful Regional Plans as Model	16	8					\$816	\$0	25			25		\$900	\$0	\$1,716
2.3 Develop Plan Framework	120	80					\$6,640	\$0	64			64		\$2,304	\$0	\$8,944
2.4 Develop Plan Prioritization Methodology (Goals and Vision)	100						\$3,800	\$0	120			120		\$4,320	\$0	\$8,120
2.5 Coordination - Climate Change Vulnerability Assessment	24						\$912	\$0	16			16		\$576	\$0	\$1,488
Subtotal Task 2:	340	148	50	280	818	\$ 20,900	\$38,818	\$2,500	345	0	0	345	\$ -	\$12,420	\$ 1,500	\$55,238
Task 3: Identify Existing Data																
3.1 Identify Sources of Existing Watershed Data	200	120	80				\$12,560	\$300	24			24		\$864		\$13,724
3.2 Collect, Compile, Review & Summarize Data	200	200	80				\$14,640	\$0	80			80		\$2,880		\$17,520
Subtotal Task 3:	400	320	160	0	880	\$ -	\$27,200	\$300	104	0	0	104	\$ -	\$ 3,744	\$ -	\$31,244
Task 4: Identify Data Gap																
4.1 Identify Gaps in Collected Data	100	160		40		\$ 2,400	\$10,360	\$0	24			24		\$864	\$0	\$11,224
Subtotal Task 4:	100	160	0	40	300	\$ 2,400	\$10,360	\$0	24	0	0	24	\$ -	\$864	\$0	\$11,224
Task 5: Develop Regional Watershed GIS Repository																
5.1 Identify Digital Home for Shared GIS Repository	40	80	30	80		\$ 5,600	\$9,890	\$1,000				0		\$0	\$0	\$10,890
5.2 Gather Shapefile Data from Organizations	40	120	40				\$5,560	\$300	12			12		\$432	\$0	\$6,292
5.3 Identify Data Gaps	24	80					\$2,992	\$0				0		\$0	\$0	\$2,992
5.4 Create and Adjust Watershed maps	24	100					\$3,512	\$500				0		\$0	\$0	\$4,012
Subtotal Task 5:	128	380	70	80	658	\$ 5,600	\$21,954	\$1,800	12	0	0	12	\$ -	\$432	\$0	\$24,186
Task 6: Identify Next Steps for Regional Watershed Management Plan: Phase II																
6.1 Outline Next Steps	80	40					\$4,080	\$0	40			40		\$1,440	\$0	\$5,520
6.2 Start Plan Development, Phase II	80	80					\$5,120	\$0	100		154	254	\$ 18,500	\$22,100	\$0	\$27,220
Subtotal Task 6:	160	120	0	0	280	\$0	\$9,200	\$0	140	0	154	294	\$18,500	\$23,540	\$0	\$32,740
Task 7: Conduct Instream Flow Study: Stage 1																
7.1 Project Administration							\$0	\$0			44	44	\$ 5,580	\$5,580	\$250	\$5,830
7.2 Compile and Review Existing Data							\$0	\$0	10		56	66	\$ 7,080	\$7,440	\$100	\$7,540
7.3 Physical Landscape Unit Stratification							\$0	\$0			72	72	\$ 9,680	\$9,680	\$0	\$9,680
7.4 Conduct Stakeholder Meetings							\$0	\$0	15		48	63	\$ 7,180	\$7,720	\$500	\$8,220
7.5 Conduct Focused Field Effort							\$0	\$0			108	108	\$11,640	\$11,640	\$1,250	\$12,890
7.6 Extrapolate Existing Study Results							\$0	\$0			60	60	\$ 8,020	\$8,020	\$0	\$8,020
7.7 Prioritize Streams/Watersheds for Instream Flow Assessments							\$0	\$0			56	56	\$ 7,520	\$7,520	\$0	\$7,520
7.8 Develop Final Instream Flow Study Report							\$0	\$0			96	96	\$ 12,780	\$12,780	\$100	\$12,880
Subtotal Task 7:	0	0	0	0	0	\$ -	\$0	\$0	25	0	540	565	\$ 69,480	\$ 70,380	\$ 2,200	\$72,580
TOTAL	1388	1212	320	400	3320	\$ 28,900	\$ 120,516	\$ 5,100	888	28	694	1610	\$ 87,980	\$ 120,704	\$ 4,200	\$250,520

EXHIBIT D
STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) **Separate Accounting of Grant Disbursement and Interest Records.** RCD shall account for the money disbursed pursuant to this Funding Agreement separately from all other RCD funds. RCD shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. RCD shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. RCD shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State or FCWCD at any and all reasonable times.
- b) **Disposition of Money Disbursed.** All money disbursed pursuant to this Funding Agreement shall be deposited, administered, and accounted for pursuant to Grant Agreement and the provisions of applicable law.
- c) **Remittance of Unexpended Funds.** RCD, within a period of forty-five (45) calendar days from the final disbursement from FCWCD to RCD of Grant funds or within fifteen (15) days of the expiration of the Funding Agreement, whichever comes first, shall remit to FCWCD any unexpended funds that were disbursed to RCD under this Funding Agreement and were not needed to pay Eligible Project Costs.

D.2 ACKNOWLEDGEMENT OF CREDIT: RCD shall include appropriate acknowledgement of credit to the State and FCWCD when promoting the Project or using any data and/or information developed under this Funding Agreement.

D.3 AIR OR WATER POLLUTION VIOLATION: Under State laws, the RCD shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4 AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to the Grant Agreement or to applicable law. Requests by the RCD for amendments must be in writing stating the amendment request and the reason for the request. The FCWCD shall have no obligation to agree to an amendment.

D.5 AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, RCD assures FCWCD that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.6 APPROVAL: This Funding Agreement is of no force or effect until signed by all parties to the Funding Agreement. RCD may not submit invoices or receive payment until all required signatures have been obtained.

D.7 AUDITS: RCD acknowledges that the State and FCWCD have the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State or FCWCD. After completion of the Project, the State and FCWCD have the right to require RCD to conduct a final audit, at RCD's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by RCD to comply with this provision shall be considered a breach of this Funding Agreement, and the State and FCWCD may take any action they deem

necessary to protect their interests.

Pursuant to Government Code Section 8546.7, RCD shall be subject to the examination and audit by State for a period of three (3) years after final payment under the Grant Agreement with respect of all matters connected with the Grant Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of RCD or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion. See Exhibit H for a listing of documents/records that auditors would need to review in the event of a grant being audited.

D.7 BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for the Integrated Regional Water Management Grant Program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State or FCWCD to make any payments of any kind. In this event, neither State nor the FCWCD shall have any liability to pay any funds whatsoever to RCD or to furnish any other considerations under the Grant Agreement or this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide RCD with a right of priority for payment over any other local project sponsors. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act for purposes of this program, FCWCD shall have the option to either cancel this Funding Agreement with no liability occurring to FCWCD, or offer a Funding Agreement amendment to RCD to reflect the reduced amount.

D.8 CALIFORNIA CONSERVATION CORPS: As required in CWC Section 79038(b), RCD shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Work Plan (Exhibit A), and shall use the services of one of these organizations whenever feasible.

D.9 CEQA: Activities funded under this Funding Agreement regardless of funding source must be in compliance with the California Environmental Quality Act (CEQA) (PRC §21000 *et seq.*). Information on CEQA can be found at the following links:

Environmental Information: ceres.ca.gov/index.html

California State Clearinghouse Handbook: ceic.resources.ca.gov/

D.10 CHILD SUPPORT COMPLIANCE ACT: RCD acknowledges in accordance with Public Contract Code Section 7110 that:

- a. The RCD recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. RCD, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.11 CLAIMS DISPUTE: Any claim that the RCD may have regarding performance of this Funding Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the FCWCD within thirty (30) days of the RCD's knowledge of the claim. FCWCD and RCD shall then attempt to negotiate a resolution of such claim.

D.12 COMPETITIVE BIDDING AND PROCUREMENTS: RCD shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in

RCD's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by FCWCD under this Funding Agreement.

- D.13 COMPUTER SOFTWARE:** The RCD certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.14 CONFIDENTIALITY:** RCD acknowledges that by participating in the Grant application, it waives its rights to the confidentiality of that application. After the Projects are selected, all applications (those selected *and* those not) are public documents.
- D.15 CONFLICT OF INTEREST:**
- a) **Current State Employees.** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) **Former State Employees.** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c) **Employees of the RCD.** Employees of the RCD shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 *et seq.*
 - d) **Employees and Consultants to the RCD.** Individuals working on behalf of RCD may be required by the State to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.16 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The RCD agrees to expeditiously provide, during work on the Project and throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by the State or the FCWCD.
- D.17 DISPOSITION OF EQUIPMENT:** RCD shall provide to State, not less than 30 days prior to submission of the final Project invoice, a final inventory list of equipment purchased with Grant funds. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item.
- D.18 NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** RCD certifies by signing this Funding Agreement, under penalty of perjury under the laws of State of California that RCD is in compliance with Public Contract Code section 10295.3.
- D.19 DRUG-FREE WORKPLACE CERTIFICATION:** By signing this Funding Agreement, RCD, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
 - 1. The dangers of drug abuse in the workplace,
 - 2. RCD's policy of maintaining a drug-free workplace,
 - 3. Any available counseling, rehabilitation, and employee assistance programs, and
 - 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c) that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - 1. Will receive a copy of RCD's drug-free policy statement, and
 - 2. Will agree to abide by terms of RCD's condition of employment, contract or subcontract.

This Funding Agreement may be subject to suspension of payments or termination, or both, and RCD may be subject to debarment if the State or FCWCD determines that:

- a) RCD, its contractors, or subcontractors have made a false certification, or
- b) RCD, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted above.

D.20 EASEMENTS: Where the RCD acquires property in fee title or funds improvements to real property already owned in fee by the RCD using Grant funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State and FCWCD, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State and FCWCD. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State and FCWCD. Where the RCD acquires an easement under this Funding Agreement, the RCD agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State and FCWCD permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner. Failure to provide an easement acceptable to the State and FCWCD can result in termination of the Grant Agreement and this Funding Agreement.

D.21 RCD COMMITMENTS: RCD accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement and all incorporated documents, including, without limitation, the Grant Agreement, and to fulfill all assurances, declarations, representations, and statements made by RCD or FCWCD in the application, documents, amendments, and communications filed in support of FCWCD's request for California Disaster Preparedness and Flood Prevention Bond Act of 2006 and the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 funding for the Project.

D.22 GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.23 INDEMNIFICATION: RCD shall indemnify and hold and save the FCWCD and the State, their officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and the Grant Agreement or this Funding Agreement, including, but not limited to any claims or

damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of the Grant Agreement or this Funding Agreement.

Without limiting the foregoing, the RCD expressly agrees to indemnify, defend and hold harmless the FCWCD against any loss or liability arising out of any claim or action brought against FCWCD by State for breach of the Grant Agreement (or any related cause of action) based on RCD's failure to comply with the terms, provisions, conditions and written commitments set forth therein.

D.24 INSURANCE: RCD, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Funding Agreement. Such policies shall be maintained for the full term of this Funding Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of RCD's work under this Funding Agreement and acceptance by the FCWCD. Any failure to comply with the reporting provision(s) of the policies referred to above shall not affect coverage provided to the FCWCD, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "FCWCD" shall include officers, employees, volunteers and agents of the FCWCD, individually or collectively.

a) Minimum Scope and Limits of Required Insurance Policies. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be used under forms of policies satisfactory to the FCWCD:

1. Commercial General Liability Insurance Policy (CGL). Policy shall include coverage at least as broad as set forth in Insurance Services Office (ISO) Commercial General Liability coverage (Occurrence Form CG 0001) with policy limits of not less than the following:
 - \$1,000,000 each occurrence (combined single limit);
 - \$1,000,000 for personal injury liability;
 - \$1,000,000 aggregate for products-completed operations; and
 - \$1,000,000 general aggregateThe general aggregate limits shall apply separately to RCD's work under this Funding Agreement.
2. Business Automobile Liability Policy (BAL). Policy shall include coverage at least as broad as set forth in ISO Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than one-million dollars (\$1,000,000) for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any activities associated with this Funding Agreement. RCD shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of the FCWCD.
3. Workers' Compensation and Employers Liability Insurance Policy (WC/EL). This policy shall include at least the following coverages and policy limits:
 - i. Workers' Compensation Insurance as required by the State of California; and
 - ii. Employer's Liability Insurance Coverage B with coverage amounts not less than one million dollars (\$1,000,000) each accident/bodily Injury (BI); one million dollars (\$1,000,000) policy limit BI by disease; and one million dollars (\$1,000,000) each employee BI by disease.

b) Deductibles and Self Insurance Retentions. Any deductible and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by RCD and approved by FCWCD before work is begun pursuant to this Funding Agreement. At the option of the FCWCD, RCD shall either reduce or eliminate such deductibles or self-insured retentions as respect to the FCWCD, its officers, employees, volunteers and agents or shall provide a financial guarantee satisfactory to the FCWCD

guaranteeing payment of losses and related investigations, claim administration and/or defense expenses.

- c) Endorsements. All of the following clauses and endorsements, or similar provisions, are required to be made a part of the insurance policies indicated in parentheses below:
1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
 2. The FCWCD and State, their officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of the RCD's performance of work under this Funding Agreement (CGL & BAL);
 3. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
 4. This policy shall be considered primary insurance with respect to any other valid and collective insurance FCWCD may possess, including any self-insured retention FCWCD may have, and any other insurance FCWCD does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL & BAL &);
 5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to FCWCD at the address set forth in Paragraph 25 (CGL, BAL & WC/EL &);
 6. RCD and its insurers shall agree to waive all rights of subrogation against FCWCD, its officers, employees, volunteers and agents for any loss arising under this Funding Agreement (CGL); and
 7. Deductibles and self-insured retentions must be declared (all policies).
- d) Absence of Insurance Coverage. FCWCD may direct RCD to immediately cease all activities with respect to this Funding Agreement if it determines that RCD fails to carry, in full force and effect, all insurance policies with coverage at or above the limits specified in this Funding Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered RCD's delay and expense. At the FCWCD's discretion, under conditions of lapse, the FCWCD may purchase appropriate insurance and charge all costs related to such policy to RCD.
- e) Proof of Insurance Coverage and Coverage Verification. Prior to commencement of work under this Funding Agreement and annually thereafter for the term of this Funding Agreement, RCD, or each of RCD's insurance brokers or companies, shall provide FCWCD a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage certifications, as evidence of the stipulated coverages. All of the insurance companies providing insurance for RCD shall have and provide evidence of a Best Rating Service Rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to FCWCD at the address set forth in Paragraph 25.

D.25 INDEPENDENT CAPACITY: RCD, and the agents and employees of RCD, if any, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the FCWCD or State.

D.26 INSPECTIONS OF BOOKS, RECORDS, AND REPORTS: During regular office hours, FCWCD and State and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of RCD pertaining to this Funding Agreement or matters related hereto. The RCD shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by RCD to comply with this provision shall be considered a breach of this Funding Agreement, and State and FCWCD may withhold disbursements to FCWCD or take any other action they deem necessary to protect their interests.

- D.27 INSPECTIONS OF PROJECT BY STATE AND FCWCD:** RCD acknowledges that the State and FCWCD shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and RCD shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to this Funding Agreement.
- D.28 LABOR CODE COMPLIANCE:** The RCD is required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code Section 1771.3.
- D.29 NONDISCRIMINATION CLAUSE:** During the performance of this Funding Agreement, RCD and its sub-contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. RCD and its sub-contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. RCD and its sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Funding Agreement by reference and made a part hereof as if set forth in full. RCD and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. RCD shall include the nondiscrimination and compliance provisions of this clause in all sub-contracts to perform work under the Funding Agreement.
- D.30 OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.31 PERFORMANCE AND ASSURANCES:** RCD agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work and to apply Grant funds received only to Eligible Project Costs in accordance with applicable provisions of the law.
- D.32 PRIORITY HIRING CONSIDERATIONS:** RCD shall give priority consideration in filling vacancies in positions funded by the Grant to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- D.33 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE OR FCWCD PERMISSION:** RCD shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with RCD's service of water, without prior permission of State and FCWCD. RCD shall not take any action, including but not limited to, actions relating to user fees, charges, and assessments that could adversely affect the ability of RCD to meet its obligations under this Funding Agreement, without prior written permission of State and FCWCD. State or FCWCD may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.34 REIMBURSEMENT CLAUSE:** If applicable, travel and per diem expenses to be reimbursed under this Funding Agreement shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations.
- D.35 REMEDIES, COSTS, AND ATTORNEY FEES:** The RCD agrees that any remedy provided in this Funding Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the FCWCD as a result of breach of this Funding Agreement by the RCD, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Funding Agreement by the FCWCD shall not preclude the FCWCD from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Funding Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D.36 RIGHTS IN DATA:** The RCD agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the FCWCD and State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code §§ 6250 *et seq.* The RCD may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to the State and FCWCD for financial support. The RCD shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.37 SEVERABILITY:** Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.38 SUIT ON FUNDING AGREEMENT:** Each of the parties hereto may sue and be sued with respect to this Funding Agreement.
- D.39 SUCCESSORS AND ASSIGNS:** This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the RCD shall be valid unless and until it is approved by FCWCD and made subject to such reasonable terms and conditions as FCWCD may impose.
- D.40 TERMINATION FOR CAUSE:** The FCWCD may terminate this Funding Agreement and be relieved of any payments should RCD fail to perform the requirements of the Grant Agreement or this Funding Agreement at the time and in the manner herein provided.
- D.41 TERMINATION WITHOUT CAUSE:** The FCWCD may terminate this Funding Agreement without cause on 30 days advance written notice. The RCD shall be reimbursed for all reasonable expenses incurred up to the date of termination provided that the FCWCD has received payment for such reasonable expenses from the State.
- D.42 TIMELINESS:** Time is of the essence in this Funding Agreement.
- D.43 THIRD PARTY BENEFICIARIES:** Subject to RCD's obligations to the State, as set forth in this Funding Agreement, the parties do not intend to create rights in, or grant remedies to, any third party.
- D.44 TRAVEL:** Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Travel

and per diem shall be reimbursed consistent with the rates current at the time of travel. These rates are published at: <http://www.dpa.ca.gov/jobinfo/statetravels.htm> or its successor website. For the purpose of computing such expenses, travel must be part of the scope of work and originate and terminate within the San Luis IRWM region. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State and FCWCD.

D.45 UNION ORGANIZING: RCD, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Funding Agreement. Furthermore, RCD, by signing this Funding Agreement, hereby certifies that:

- a) No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
- b) RCD shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
- c) RCD shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- d) If RCD makes expenditures to assist, promote, or deter union organizing, RCD will maintain records sufficient to show that no State funds were used for those expenditures and RCD shall provide those records to the Attorney General and FCWCD upon request.

D.46 WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

D.47 WITHHOLDING OF GRANT DISBURSEMENTS (RETENTION):

- a) Withholding
Clause: The RCD acknowledges that the State, at its discretion, may withhold ten percent (10%) of the funds requested by the FCWCD for reimbursement of Eligible Project Costs until the Project is completed and the Project Completion Report is received by State. Withheld funds may be released by State upon completion of milestones indentified in the Scope of Work.
- b) Additional Conditions for Withholding: The RCD further acknowledges that if the State determines that the Project is not being completed substantially in accordance with the provisions of the Grant Agreement or that the RCD has failed in any other respect to comply substantially with the provisions of the Grant Agreement or this Funding Agreement and if the RCD does not remedy such failure to the State's satisfaction, the State may withhold from the FCWCD all or any portion of the Grant commitment and take any other action that it deems necessary to protect its interests.

D.48 WORKER'S COMPENSATION: RCD affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and RCD affirms that it will comply with such provisions before commencing the performance of the work under this Funding Agreement and will make its contractors and subcontractors aware of this provision.

EXHIBIT E
REPORT FORMAT AND REQUIREMENTS

The following reporting formats should be utilized:

PROGRESS REPORTS

Progress Reports shall generally use the following format:

PROJECT STATUS

Describe the work performed during the time period covered by the report including:

PROJECT INFORMATION

- Legal matters;
- Engineering evaluations;
- Environmental matters;
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by State, federal, and/or local agencies;
- Major accomplishments during the reporting period (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.);
- Issues/concerns that have, will, or could affect the scope, schedule, or budget, with a recommendation on how to correct the matter, including identifying possible future agreement amendment needs;
- Describe differences between the work performed and the work outlined in the Work Plan, including any change orders. Also include an estimate of the percentage of Project work completed to date.
- Identify issues not captured in above items that need to be resolved for successful completion of the Grant.

COST INFORMATION

- A discussion on how the actual budget is progressing in comparison to the Project budget included in the Work Plan, including budget percentage spent to date;
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan; and
- A discussion of whether there have been any changes to the RCD's finance plan for payment of the RCD's share of Eligible Project Costs.

SCHEDULE INFORMATION

- A schedule showing actual progress verses planned progress;
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule; and
- A list of any changes approved to the Schedule in accordance with the Funding Agreement and a revised schedule, by task, if changed from latest reported schedule.

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY

The Executive Summary shall consist of a maximum of one-half page summarizing the Project. The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Grant application; and
- Description of actual work completed and any deviations from the Work Plan identified in the Funding Agreement.

COST AND DISPOSITION OF FUNDS

- A summary table of all invoices showing:
 - The date each invoice was submitted to State;
 - The amount of the invoice;
 - Accounting of the Cost Share and Grant share expenditures;
 - The date the check from State was received; and
 - The amount of the check (if a check has not yet been received for the final or retention invoice(s), then state so in this section).
- Final budget (after all amendments and costs showing Grant and Cost Share spent on the Project).

ADDITIONAL PROJECT INFORMATION

Summary of work completed during the term of the Funding Agreement and any elaboration on information provided in the executive summary, including:

- A final Project schedule showing actual progress versus planned progress.
- Discussion of problems that occurred during the work and how those problems were resolved.
- Discussion of factors that positively or negatively affected the Project cost and any deviation from the original Project cost estimate.
- Anticipated benefit from the Project as implemented vs. the anticipated benefits claimed at the time of the Grant application.

REPORTS AND/OR PRODUCTS

Provide a summary of major deliverables (including data deliverables) or products provided under the Grant including:

- Name of deliverable/product;
- When the deliverable was delivered to DWR or appropriate State Agency; and
- A sentence or two about what the deliverable/product contains or does

Note: Data submittals may be subject to provisions of Exhibit H of this Funding Agreement.

EXHIBIT F
[NOT APPLICABLE – INTENTIONALLY LEFT BLANK]

EXHIBIT G
STATE AUDIT DOCUMENT REQUIREMENTS AND
FUNDING MATCH GUIDELINES FOR GRANTEES

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. The List of documents is applicable to both State funding and RCD's Funding Match and details the documents/records that State Auditors would need to review in the event of the Grant Agreement or this Funding Agreement is audited. RCD should ensure that such records are maintained for the Project.

List of Documents for Audit

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the Project).
2. Written internal procedures and flowcharts for the following:
 - a. Receipts and deposits
 - b. Disbursements
 - c. State reimbursement requests
 - d. Expenditure tracking of State funds
 - e. Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program.

Project Files:

- a) All supporting documentation maintained in the project files.
- b) All Funding Agreement related correspondence.

Funding Match Documentation

Funding Match (often referred to as RCD Cost Share) consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the RCD (and potentially other parties) directly related to the execution of the Project. Examples include volunteer services, equipment use, and use of facilities. The cost of in-kind service can be counted as Funding Match in-lieu of actual funds (or revenue) provided by the RCD. Other funding match and in-kind service eligibility conditions may apply. Provided below is guidance for documenting Funding Match with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the RCD for its own employees. Such documentation should include the following:
 - a. Detailed description of the contributed item(s) or service(s)
 - b. Purpose for which the contribution was made (tied to Project Work Plan)
 - c. Name of contributing organization and date of contribution
 - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (See item #4, below)
 - e. Person's name and the function of the contributing person
 - f. Number of hours contributed
 - g. If multiple sources exist, these should be summarized on a table with summed charges
 - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the RCD organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation.
3. Funding Match contribution (including in-kind services) shall be for costs and services directly attributed to activities included in the Funding Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of the Project.
4. Cash contributions made to the Project shall be documented as revenue and in-kind services as expenditure. These costs should be tracked separately in the RCD's accounting system.

EXHIBIT H STATEWIDE MONITORING

REQUIREMENTS FOR STATEWIDE MONITORING AND DATA SUBMITTAL

SURFACE AND GROUNDWATER QUALITY DATA:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in Project reports, as described in Exhibit E.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If the Project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the RCD can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

GROUNDWATER LEVEL DATA

If the Project collects groundwater level data, RCD will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in Project reports, as described in Exhibit E. Information regarding the WDL and in what format to submit data in can be found at: <http://wdl.water.ca.gov/>.

DWR's WDL has been replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). RCD will submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: <http://www.water.ca.gov/groundwater/casgem/>.

EXHIBIT H
GRANT AGREEMENT NO. 460000XXXX